

Partnership (the foregoing Plaintiffs, along with their respective parents, subsidiaries, affiliates, predecessors, agents and attorneys shall be referred to herein, collectively, as "SILVERCREEK"), and defendants Barclays Capital Inc. and Barclays PLC (the foregoing defendants, along with their respective parents, subsidiaries, affiliates, predecessors, agents and attorneys shall be referred to, collectively, as "BARCLAYS"), have reached a mutually agreeable settlement of the Action pursuant to a Settlement Agreement and Release ("Agreement") between SILVERCREEK and BARCLAYS;

WHEREAS, for good cause shown, and upon due consideration of the Agreed Motion for Expedited Consideration of and for Entry of Order of Dismissal with Prejudice of Barclays Capital Inc. and Barclays PLC and Bar Order;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Order incorporates by reference the definitions in the Agreement, and all capitalized terms used herein shall have the same meanings as set forth in the Agreement.
2. This Court has the requisite jurisdiction to consider and enter this Order.
3. This Court hereby dismisses the Action in its entirety as to Barclays Capital Inc. and Barclays PLC, with each party to bear its own costs. This dismissal does not operate as a dismissal of SILVERCREEK'S claims against any other Defendant in the Action.
4. Upon the Effective Date, SILVERCREEK, on behalf of itself, its successors and assigns, and any other person or entity claiming (now or in the future) through or on behalf of them, shall be deemed to have, and by operation of this Dismissal and Bar Order shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against BARCLAYS and shall have covenanted not to sue BARCLAYS with respect to all such

Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim against BARCLAYS.

5. All persons or entities, including, without limitation, the Defendants in the Action other than Barclays Capital Inc. and Barclays PLC and any other persons or entities later named as Defendants in the Action, are hereby permanently enjoined, barred and restrained from commencing, prosecuting or asserting any action, for contribution, indemnity or otherwise, against BARCLAYS seeking, as damages or otherwise, the recovery of all or any part of any liability or any settlement which they pay or are obligated to pay or agree to pay to SILVERCREEK, as a result of such persons' or entities' participation in any acts, facts, statements or omissions that were or could have been alleged in the Action (whether under federal law, state law, foreign law or otherwise) as claims, cross-claims, counterclaims, third-party claims or otherwise, whether asserted in the Action in this Court or in any federal or state court or any other court, arbitration proceeding, administrative agency or other forum in the United States or elsewhere. BARCLAYS is hereby permanently enjoined, barred and restrained from commencing, prosecuting or asserting any action, for contribution, indemnity or otherwise, against all persons or entities, including without limitation, the other Defendants in the Action and any other persons or entities later named as Defendants in the Action, seeking, as damages or otherwise, the recovery of all or any part of any liability or any settlement which BARCLAYS pays or is obligated to pay or agrees to pay to SILVERCREEK, as a result of BARCLAYS' participation in any acts, facts, statements or omissions that were or could have been alleged in the Action (whether under federal law, state law, foreign law or otherwise) as claims, cross-claims, counterclaims, third-party claims or otherwise, whether asserted in the Action in this

Court or in any federal or state court or any other court, arbitration proceeding, administration agency or other forum in the United States or elsewhere.

6. Upon the Effective Date, all obligations of BARCLAYS to SILVERCREEK or claims against BARCLAYS arising out of, based upon, or otherwise related to the transactions and occurrences that were alleged, or could have been alleged, on behalf of SILVERCREEK in the Third Amended Complaint in the Action shall be fully, finally, and forever discharged, and all persons and entities shall be permanently barred and enjoined from instituting, prosecuting, pursuing or litigating in any manner (regardless of whether such persons or entities purport to act individually, representatively, or in any other capacity and regardless of whether such persons or entities purport to allege direct claims, claims for contribution, indemnification, or reimbursement, or any other claims) any such obligations or claims.

7. Any person or entity so barred and enjoined shall be entitled to appropriate judgment reduction in accordance with applicable law.

8. Upon the Effective Date, BARCLAYS shall be deemed to have and by operation of this Dismissal and Bar Order shall have, fully, finally and forever released, relinquished and discharged SILVERCREEK from all claims (including unknown claims), arising out of, in any way relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Action or the Released Claims except to enforce the releases and other terms and conditions contained in the Settlement Agreement.

9. This Dismissal and Bar Order is a final judgment in the Action as to all claims among Barclays Capital Inc. and Barclays PLC, on the one hand, and SILVERCREEK, on the other hand. This Court finds, for purposes of Rule 54(b) of the Federal Rules of Civil Procedure,

that there is no just reason for delay and expressly directs entry of final judgment as set forth herein.

10. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Agreement.

IT IS SO ORDERED.

DATED:

June 20, 2012 Melinda Harmon
THE HONORABLE MELINDA HARMON
UNITED STATES DISTRICT JUDGE